

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

THE GRISSOMS, LLC,

Plaintiff,

v.

ANTERO RESOURCES CORPORATION,

Defendant.

Case No. 2:20-CV-2028-EAS-EPD

JUDGE EDMUND A. SARGUS, JR.

MAGISTRATE JUDGE

ELIZABETH A. PRESTON DEAVERS

**STIPULATION REGARDING DAMAGES**

WHEREAS, on August 4, 2023, the Court issued an Opinion and Order (“Liability Summary Judgment Order”) granting Plaintiff The Grissom, LLC’s (“Plaintiff”) Motion for Summary Judgment, with the issue of damages left unresolved for determination by a jury (ECF No. 99);

WHEREAS, on September 14, 2023, the Court issued a separate Opinion and Order finding that Defendant Antero Resources Corporation (“Antero”) “need not pay royalties on FL&U gas” to Plaintiff and the Class Members (ECF No. 135);

WHEREAS, both Plaintiff and Antero desire to avoid the expenditure of resources associated with holding a trial regarding the remaining issues in dispute as to damages owed under the Court’s Liability Summary Judgment Order, which Antero intends to appeal upon the entry of final judgment;

WHEREAS, Plaintiff, on behalf of itself and the Class Members, and Antero expressly stipulate that nothing in this Stipulation shall impact Antero’s right to appeal the Court’s Liability Summary Judgment Order;

IT IS HEREBY STIPULATED AND AGREED between Plaintiff, on behalf of itself and the Class Members, and Antero (together, the “Parties”), as follows:

1. In order to resolve the Parties’ outstanding disputes with respect to damages owed under the Court’s Liability Summary Judgment Order, the Parties agree that the principal amount of damages that Antero owes to Plaintiff and Class Members pursuant to the Court’s Liability Summary Judgment Order is \$10,000,000.00. For the avoidance of doubt, this reflects the agreed-upon amount of damages to Plaintiff and Class Members related to both processing costs and fractionation costs (exclusive of gas transportation costs incurred after processing and NGL transportation costs incurred after fractionation) for the period up to May 2023 production, but does not include any potential future damages after May 2023 production related to the same.

2. The amount of prejudgment interest owed on the principal amount of damages, if any, remains in dispute and will be the subject of further briefing by the Parties prior to the entry of final judgment.

3. Plaintiff, on behalf of itself and the Class Members, will not appeal the Court’s Opinion and Order finding that Antero “need not pay royalties on FL&U gas” (ECF No. 135), regardless of whether the Court’s Liability Summary Judgment Order is later reversed on appeal.

4. For the avoidance of doubt, this Stipulation does not in any way affect or waive any claims, issues, arguments, or challenges that the Parties may raise with respect to the appeal of the Court’s Liability Summary Judgment Order, including claims, issues, arguments, or challenges relating to liability.

5. If on appeal the Sixth Circuit reverses the Court’s Liability Summary Judgment Order and finds that Antero is not liable for some or all of the damages related to processing and/or

fractionation costs, then this Stipulation does not waive or affect any claims, issues, arguments, or challenges that any party may raise with respect to the proper amount of damages.

Dated: October 10, 2023

Respectfully submitted,

/s/ Logan Trombley (via phone authorization)

Warner Mendenhall (0070165)  
Logan Trombley (0096858)  
Law Offices of Warner Mendenhall  
190 N. Union Street, Suite 201  
Akron, Ohio 44304  
(330) 535-9160  
logan@warnermendenhall.com  
warner@warnermendenhall.com

John W. Barrett (*pro hac vice*)  
Brian R. Swiger (*pro hac vice*)  
Victor S. Woods (*pro hac vice*)  
Bailey & Glasser LLP  
209 Capitol Street  
Charleston, WV 25301  
(t) (304) 345-6555  
(f) (304) 342-1110  
jbarrett@baileyglasser.com  
bswiger@baileyglasser.com  
vwoods@baileyglasser.com

Daniel R. Karon (0069304)  
Beau D. Hollowell (0080704)  
Karon LLC  
700 W. St. Clair Ave., Suite 200  
Cleveland, Ohio 44113  
(216) 622-1851  
dkaron@karonllc.com  
bhollowell@karonllc.com

*Attorneys for Plaintiff and the Class*

/s/ Daniel T. Donovan, P.C.

Daniel T. Donovan, P.C. (0067833)  
Ragan Naresh, P.C. (*pro hac vice*)  
Holly R. Trogdon (*pro hac vice*)  
Saunders McElroy (*pro hac vice*)  
KIRKLAND & ELLIS LLP  
1301 Pennsylvania Ave. NW  
Washington, D.C. 20004  
(202) 389-5000 / Fax: (202) 389-5200  
daniel.donovan@kirkland.com  
ragan.naresh@kirkland.com  
holly.trogdon@kirkland.com  
saunders.mcelroy@kirkland.com

Timothy B. McGranor (0072365)  
Ilya Batikov (0087968)  
Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street, P.O. Box 1008  
Columbus, OH 43216-1008  
(614) 464-6400 / Fax: (614) 719-4954  
tbmcgranor@vorys.com  
ibatikov@vorys.com

*Attorneys for Defendant  
Antero Resources Corp.*

**CERTIFICATE OF SERVICE**

I hereby certify that on October 10, 2023, I caused a true and correct copy of the foregoing document to be served on counsel of record via the ECF filing system.

/s/ Daniel T. Donovan, P.C.